

**AGREEMENT  
BETWEEN  
THE DEPARTMENT OF DEFENSE  
OF  
THE UNITED STATES OF AMERICA  
AND  
THE MINISTRY OF DEFENSE  
OF  
THE REPUBLIC OF KOREA  
REGARDING THE EXCHANGE  
OF  
MILITARY PERSONNEL  
FOR  
PROFESSIONAL MILITARY EDUCATION (PME)**

Dated: 15 Dec 10

**I certify this is a true and complete copy of the original Memorandum of Understanding Between The Department of Defense of the United States of America and the Ministry of Defense of the Republic of Korea Regarding the Exchange of Military Personnel for Professional Military Education (PME) as represented by the Director of the Defense Security Cooperation Agency for the Department of Defense of the United States of America and the Senior Civil Service, Director General, Personnel Planning Bureau, for the Ministry of National Defense of the Republic of Korea.**



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**Tom Tudor  
Deputy General Counsel  
Defense Security Cooperation Agency**

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## PREAMBLE

The Department of Defense of the United States of America ("DoD") and the Ministry of National Defense of the Republic of Korea ("MND"), hereinafter referred to as "the Parties," have agreed to establish a Professional Military Education (PME) Exchange Program, which is designed to strengthen bonds of friendship and understanding between the countries and their respective Military Services.

## ARTICLE I DEFINITION OF TERMS

1.1. Classified Information. Official information that is generated by or for the Government of the United States of America or the Republic of Korea or that is under the jurisdiction or control of one of them, and which requires protections in the interests of national security of that government and is so designated by the assignment of a national security classification by that government. The information may be oral, visual, electronic, or in documentary form, or in the form of material, including equipment or technology.

1.2. Contact Officer. U.S. Department of Defense (DoD) official designated, in writing, to oversee and control all contacts, requests for information, consultations, access, and other activities of PME Exchange Students who are assigned to, or are visiting, a DoD component or subordinate organization.

1.3. Controlled Unclassified Information (CUI). Unclassified information of a Party to which access or distribution limitations have been applied in accordance with national laws, policies and regulations of such Party. It includes United States information that is exempt from public disclosure or subject to export controls.

1.4. Dependent. A person present in the country of the Host Party with the consent of the Parent Service and Host Service who is the spouse, minor child, or other relative who depends for support upon and is supported by a PME Exchange Student.

1.5. Host Party. The Defense Department or Ministry of National Defense (DoD/MND) to which the Host Service belongs.

1.6. Host Service. The military Service to which the PME Exchange student belongs.

1.7. International Visits Program (IVP) The program established to process visits by, and assignments of, foreign representatives to United States Department of Defense components and Department of Defense contractor facilities. It is designed to ensure that classified and controlled unclassified information (CUI) to be disclosed to foreign nationals has been properly authorized for disclosure to their governments; that the

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requesting foreign government provide security assurances regarding such foreign nationals and their sponsoring organization or firm when classified information is involved in the visit or assignment, and that administrative arrangements (e.g., date, time, and place) for the visit or assignment are provided.

1.8. Parent Party. The Defense Department or Ministry of National Defense (DoD/MND) to which the Parent Service belongs.

1.9. Parent Service. The military Service to which the PME Exchange Students belong.

1.10. PME Exchange Student. Any individual on active duty with the Parent Service who is attending school in the host country pursuant to this Exchange Program.

1.11. Professional Military Education (PME). Training provided by senior Service schools and staff colleges. For the purposes of this Agreement, this involves the following United States senior Service schools and staff colleges: National Defense University (National Defense University International Fellows Program and the Armed Forces Staff College); the U.S. Army War College; U.S. Army Command and General Staff College; U.S. Naval Command College; U.S. Naval Staff College; U.S. Marine Corps Command and Staff College; U.S. Air Force Air War College; and the U.S. Air Force Air Command and Staff College. On the part of the Republic of Korea, this involves the following senior Service schools and command and staff colleges: National Defense College; Defense Staff College; Army College; Air University; and Navy College.

1.12. Tuition Costs. All costs associated with instruction, instructional materials, tutorials, projects, study visits, and field exercises undertaken by the PME Exchange Student as part of the approved course program. Other costs associated with training, such as Student's meals, custodial fees for quarters, medical care, and transportation, are not included in tuition costs.

## ARTICLE II PURPOSE AND SCOPE

2.1. This Agreement establishes the terms and conditions by which the Parties agree to establish a PME Exchange Program to provide for a reciprocal exchange of PME of comparable value between the two Parties. This Agreement sets forth the general terms and conditions by which the training, experience, professional knowledge, and doctrine of the Parties are shared for maximum mutual benefit to the extent permissible under existing policies, laws, and regulations of the United States of America and the Republic of Korea. The PME Exchange Program shall be a one-for-one reciprocal exchange of fully qualified students, of equivalent qualifications.

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2.2. The PME Exchange Students may be assigned only to positions established in Annexes to this Agreement. Annexes in this Agreement shall be an integral part hereof and may include additional terms and prerequisites specific to particular assignments.

2.3. This Agreement does not constitute a commitment on the part of either Party to provide an annual quota(s) to the schools specified in Article I, paragraph 1.11, or their counterparts. An invitation to attend any school shall be at the discretion of the Host Service in accordance with the established policies of the Host Party. An invitation shall be conditioned upon a reciprocal invitation in accordance with paragraph 2.1 of this Article.

2.4. PME Exchange Students shall not act in a liaison capacity or otherwise act as representatives of the Parent Party or the Parent Government while assigned as PME Exchange Students, nor shall they act as representatives of the Host Party or the Host Service to which they are assigned.

### **ARTICLE III SELECTION OF STUDENTS**

3.1. The selection of PME Exchange Students shall be on a highly selective basis from among qualified personnel of the Parent Service. The Parent Service shall be solely responsible for the selection of its PME Exchange Students based on the following criteria:

3.1.1. PME Exchange Students nominees must possess the grade, skill, training, and academic qualifications, which are described in the position descriptions; and

3.1.2. Must be sufficiently proficient in the language of the Host Party to satisfy the requirements of the position.

3.2. Consistent with the nomination process, the Host Service/Party shall be authorized to discharge PME Students from this Exchange Program who do not meet the above criteria. This decision is within the sole discretion of the Host/Service Party.

### **ARTICLE IV FINANCIAL ARRANGEMENTS**

4.1. The Tuition Costs for PME Exchange Students shall not be charged to the Parent Party or Parent Service or to the PME Exchange Students.

4.2. The Parent Party or Parent Service and the PME Exchange Students, as appropriate, shall be responsible, during the period of the exchange, for the costs listed below:

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4.2.1. All pay and allowances for the PME Exchange Students.

4.2.2. All travel by the PME Exchange Students and their authorized dependents to and from the PME site, including but not limited to, transportation, per diem, and other travel allowances.

4.2.3. All temporary duty costs, including per diem and other travel allowances and transportation, when such temporary duty is directed by the Parent Party.

4.2.4. Compensation for loss of, or damage to, the uniform or other personal equipment of PME Exchange Students.

4.2.5. Cost of movement of authorized dependents and household effects of PME Exchange Students.

4.2.6. The costs of quarters, rations, and medical and dental services for the PME Exchange Students and the authorized dependents of the PME Exchange Students, unless specifically stated otherwise in an applicable international agreement.

4.2.7. Cost of preparation and shipment of remains and funeral expenses in the event of death of PME Exchange Students or their authorized dependents.

4.2.8. Cost of language training.

4.2.9. All expenses in connection with the return of PME Exchange Students who have been discharged from this Exchange Program and their accompanying dependents.

4.3. The Host Party shall be responsible for the following:

4.3.1. Travel and subsistence costs in connection with the performance of any duty carried out pursuant to a requirement of the Host Party.

4.4. U.S. International Military Education and Training (IMET) program funds, Foreign Military Financing (FMF) funds, or Foreign Military Sales (FMS) cash funds shall not be used to meet financial responsibilities of the Parent Party or Parent Service that are part of the PME Exchange Program.

4.5. The obligations of each Party under this Agreement shall be subject to the availability of funds authorized for such purposes. Prior to implementing any exchange, the Parties shall ensure that adequate and appropriate funds are available.

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### ARTICLE V SECURITY

5.1. During the selection process, each Party shall inform the other of the level of security clearance required, if any, to permit PME Exchange Students to have access to classified information and work areas. Access to classified information shall be kept to the minimum required to accomplish the work assignment, as determined by the Host Party, based on the applicable position description. Nothing in this Agreement shall be construed by the Parties to authorize unfettered access to classified information or CUI residing in the Host Party's facilities or computer systems.

5.2. Each Party shall cause security assurances to be filed, through the Embassy of the Republic of Korea in Washington, DC, in the case of Korean PME Exchange Students, and through the U.S. Embassy in Seoul, in the case of U.S. PME Exchange Students, stating the security clearances for all PME Exchange Students selected. The security assurances shall be prepared and forwarded through prescribed channels in compliance with established Host Party procedures. For the United States, the prescribed channels shall be the International Visits Program (IVP), as defined in Article I (Definitions of Terms) of this Agreement.

5.3. The Host Party and the Parent Party shall ensure that assigned PME Exchange Students are fully cognizant of applicable laws, regulations, and procedures concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), classified information, and CUI to which access might be gained under this Agreement, both during and after termination of an assignment of PME Exchange Students.

5.4. PME Exchange Students shall at all times be required to comply with the security laws, regulations, and procedures of the government of the Host Party. Any violation of security procedures by PME Exchange Students during their assignments shall be reported to the Parent Party for appropriate action. PME Exchange Students committing violations of security procedures during their assignments shall be withdrawn from this Exchange Program with a view toward administrative or disciplinary action by the Parent Party.

5.5. All classified information made available to PME Exchange Students shall be considered as classified information furnished to the Parent Party, and shall be subject to all provisions and safeguards provided for under the Exchange of Notes of May 1, 1962, constituting the General Security of Military Information Agreement (GSOMIA) in force between the Governments of the United States of America and the Republic of Korea, as amended. The information shall not be further released or disclosed by the PME Exchange Students to any other person, firm, organization, or government without the prior written authorization of the Host Party. Disclosure of information to the PME

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Exchange Students shall not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in this Agreement.

### **ARTICLE VI TECHNICAL AND ADMINISTRATIVE MATTERS**

6.1. To the extent authorized by the laws and regulations of the government of the Host Party, the Host Party shall arrange for the provision of administrative support as is deemed necessary for PME Exchange Students to perform assigned tasks efficiently. The Host Party shall familiarize PME Exchange Students with any unique procedures necessary for the proper performance of their assigned tasks.

6.2. The Host Party's certification or approval of an individual as a PME Exchange Student shall not bestow diplomatic status or other special privileges on that individual.

6.3. Consistent with the laws and regulations of the government of the Host Party, PME Exchange Students assigned under this Agreement shall be subject to the same restrictions, conditions, and privileges as Host Party personnel of comparable rank in their areas of assignment. Further, to the extent authorized by the laws and regulations of the government of the Host Party, PME Exchange Students and their authorized dependents shall be accorded on a reciprocal basis:

6.3.1. Exemption from any tax by the government of the Host Party upon income received from the government of the Parent Party.

6.3.2. Exemption from any customs and import duties or similar charges levied on items entering the country of the Host Party for their official or personal use, including their baggage, household effects, and private motor vehicles. The foregoing shall not in any way limit privileges set forth elsewhere in this Agreement, or other privileges granted by the laws of the government of the Host Party.

6.4. PME Exchange Students and their dependents shall be required to comply with all applicable Host Government security policies, procedures, laws, and regulations. The Host Party shall assign a Contact Officer to provide guidance to the PME Exchange Students concerning policies, procedures, laws, and regulations of the Host Party, and to arrange for activities consistent with such requirements and the purposes of this Agreement.

6.5. PME Exchange Students may observe the holiday schedule of either the Parent Party or the Host Party, as mutually agreed.

6.6. Reports which PME Exchange Students may be required to make by the Parent Party, or which they wish to make concerning their exchange duties, shall be submitted as

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follows:

6.6.1. U.S. PME Students shall forward their reports in accordance with directions from their applicable Parent Service.

6.6.2. Korean PME Students shall forward their reports in accordance with directions from their applicable Parent Service.

6.7. The PME Exchange Students and their authorized dependents shall be provided care in military medical and dental facilities to the extent permitted by applicable Host Party law, policy, and international agreements. Where a reciprocal agreement for health care exists between the Parties, the access authorization of the PME Exchange Students and their authorized dependents may be specified. All PME Exchange Students and their authorized dependents not covered by a reciprocal agreement may be offered health care, on reimbursable basis, in military treatment facilities. Where military treatment facilities are not available, the PME Exchange Students shall be responsible for all medical and dental costs they and or their dependents incur. The Parent Party shall ensure that the PME Exchange Students and their authorized dependents are physically fit prior to the PME Exchange Student's tour of duty under this Agreement. The Parent Party shall be responsible for familiarizing itself with the medical and dental services available to the PME Exchange Students and their authorized dependents.

6.8. In no case shall PME Exchange Students be assigned to positions which would require exercise of command or be assigned to other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Parent Party.

6.9. PME Exchange Students shall not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Party, or where, in the normal course of their duty, they may become involved in activities that may embarrass the Parent Party.

6.10. The Host Party shall not deploy PME Exchange Students in non-direct hostility situations, such as United Nations peacekeeping or multi-national operations, without written Parent Party approval. Additionally, PME Exchange Students shall not be deployed to a third country as a member of an exercise contingent, or to participate in an exercise without written Parent Party approval.

6.11. The Host Party shall not place PME Exchange Students in duty assignments in which direct hostilities are likely. Should a unit in which PME Exchange Students are assigned become involved in hostilities unexpectedly, PME Exchange Students assigned to the unit shall not be involved in the hostilities without authorization from the Parent Party. PME Exchange Students approved by both the Parent Party and the Host Party for

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involvement in hostilities shall be given clear guidance on the Host Party's interpretation of the laws of war, and the applicable rules of engagement.

6.12. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and similar morale and welfare activities, shall be extended to PME Exchange Students and their authorized dependents on the same basis as equivalent personnel of the Host Party. This provision shall not, however, limit privileges set forth elsewhere in this Agreement or other privileges granted by the laws of the government of the Host Party.

6.13. PME Exchange Students shall be granted leave and liberty according to the regulations of the Parent Party, subject to the approval of the appropriate authorities of the Host Party.

6.14. PME Exchange Students shall be required to comply with the dress regulations of the Parent Party. The order of dress for any occasion shall be that which most nearly conforms to the order for the particular unit of the Host Party with which they are serving. Practices of the Host Party shall be observed with respect to wearing of civilian clothes.

6.15. Consistent with the laws and regulations of the government of the Host Party, and upon conditions of reciprocity, the Host Party shall provide, if available, housing and messing facilities for PME Exchange Students and their authorized dependents on the same basis and priority as for its own personnel. PME Exchange Students shall pay messing and housing charges to the same extent as personnel of the Host Party. At locations where facilities are not provided by the Host Party for its own personnel, the Parent Party shall make suitable arrangements for PME Exchange Students.

6.16. The Host Party shall establish the normal working hours for the PME Exchange Personnel.

6.17. The Parent Party shall ensure that the PME Exchange Students and their authorized dependents have all documentation required by the Host Party for entry into, stay in, and exit from, the country of the Host Party, in accordance with relevant international agreements. Unless exempted under an applicable international agreement between the Parties, Korean PME Exchange Students and their dependents entering the United States shall be required to comply with United States Customs Regulations.

## **ARTICLE VII DISCIPLINE AND REMOVAL**

7.1. Except as provided in paragraph 7.2. of this Article, neither the Host Party nor the Host Service nor any military service of the Host Party may take disciplinary action against PME Exchange Students who are suspected of committing an offense under the

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military laws or regulations of the Host Party, nor shall the Host Party exercise disciplinary authority over the PME Exchange Student's dependents. The Parent Party, however, shall take such administrative or disciplinary action against PME Exchange Students as may be appropriate, and the Parties shall cooperate in the investigation of any offenses under each Party's laws or regulations.

7.2. The certification or approval of PME Exchange Students may be withdrawn or modified at any time by the Host Party for any reason, including, but not limited to, the violation of the regulations or laws of the Host. In addition, at the request of the Host Party, the Parent Government shall remove the PME Exchange Students or an PME Exchange Student dependent from the territory of the Host Party. The Host Party shall provide an explanation for its removal request, but a disagreement between the Parties concerning the sufficiency of the Host Party's reasons shall not be grounds to delay the removal of the PME Exchange Students or a PME Exchange Student dependent.

## **ARTICLE VIII CLAIMS**

8.1. Claims arising from the operation of this Agreement shall be governed by any bilateral agreement between the Parties concerning the status of their forces in the country of the Host Party. Claims to which the provisions of any such bilateral agreements do not apply shall be dealt with as follows:

8.1.1. The Parties waive all their claims, other than contractual claims, against each other, and against the military members and civilian employees of each other's Department or Ministry of Defense, for damage, loss or destruction of property owned by or used by its respective Department or Ministry of Defense, if damage, loss or destruction:

8.1.1.1. Was caused by a military member or a civilian employee in the performance of official duties, or

8.1.1.2. Arose from the use of any vehicle, vessel or aircraft owned by the other Party and used by its Department or Ministry of Defense, provided that the vehicle, vessel or aircraft causing the damage, loss or destruction was being used for official purposes, or that the damage, loss or destruction was caused to the property being so used.

8.2. The Parties shall waive all their claims against each other and against the military members and civilian employees of each other's Department or Ministry of Defense for the injury or death suffered by any military member or civilian employee of their Department or Ministry of Defense while such member or employee was engaged in the performance of official duties.

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8.3. Claims, other than contractual claims, for damage, loss, injury, or death, not covered by the foregoing waivers, arising out of an act or omission by the military members or civilian employees of its Department or Ministry of Defense of the Parent Party, or out of any act or omission for which the Parent Party is legally responsible, shall be presented to the Parent Party for consideration under its applicable laws and regulations.

8.4. PME Exchange Students and those dependents accompanying them must obtain motor vehicle liability insurance in accordance with applicable laws and regulations of the government of the Host Party, or its political subdivision, where they are located, as modified by relevant international agreement. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

### **ARTICLE IX SETTLEMENT OF DISPUTES**

9.1. Disputes arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to a national or international tribunal, or to any other forum for settlement.

### **ARTICLE X ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION**

10.1. All activities of the Parties under this Agreement shall be carried out in accordance with the national laws and regulation of the Parties.

10.2. In the event of a conflict between an Article of this Agreement and any Annex to this Agreement, the Article shall control.

10.3. Except as otherwise provided, this Agreement may be amended in writing by agreement of the Parties.

10.4. This Agreement may be terminated by mutual written consent of the Parties or by either Party upon 180 days' written notification to the other Party of its intention to do so. Such notice shall be the subject of immediate consultation by the Parties to ensure termination on the most economical and equitable terms. In the event of such termination, the following rules apply:

10.4.1. The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.

10.4.2. Each Party shall pay the costs it incurs as a result of termination. Any costs or expenses for which a Party is responsible pursuant to Article IV of this Agreement.

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but which were not billed in sufficient time to permit payment prior to termination or expiration of this Agreement, shall be paid promptly after such billing.

10.4.3. All information and rights therein received under the provisions of this Agreement prior to the termination shall be retained by the Parties, subject to the provisions of this Agreement.

10.5. The respective rights and responsibilities of the Parties regarding Article V (Security) and Article VIII (Claims) shall continue notwithstanding termination or expiration of this Agreement.

10.6. This Agreement, which consists of a Preamble and ten (10) Articles, shall enter into force upon signature and shall remain in force for ten (10) years. This Agreement may be extended by written agreement of the Parties. Any Annexes added pursuant to paragraph 2.2 of Article II (Purpose and Scope) of this Agreement shall be considered an integral part of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed this Agreement.

**FOR THE DEPARTMENT OF  
DEFENSE OF THE UNITED STATES  
OF AMERICA**

William E. Landay, III  
(SIGNATURE)

WILLIAM E. LANDAY, III  
(TYPED NAME)  
**VADM  
DIRECTOR, DEFENSE SECURITY  
COOPERATION AGENCY**  
(RANK/TITLE)

5 NOV 2010  
(DATE)

(LOCATION)

**FOR THE MINISTRY OF  
NATIONAL DEFENSE OF THE  
REPUBLIC OF KOREA**

kwon doo hwan  
(SIGNATURE)

KWON, DOO HWAN  
(TYPED NAME)  
**SENIOR CIVIL SERVICE  
DIRECTOR GENERAL, PERSONNEL  
PLANNING BUREAU, MND**  
(RANK/TITLE)

7 DEC 2010  
(DATE)

SEOUL, KOREA  
(LOCATION)

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